

MEMORANDUM

Agenda Item No. 8(M)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving an
Interlocal Agreement between
the City of Hialeah and Miami-
Dade County for Surface Water
Quality Sampling and analysis;
and authorizing the Mayor to
execute same

The accompanying resolution was prepared by Regulatory and Economic Resources Department and placed on the agenda at the request of Co-Prime Sponsors Vice Chairman Esteban L. Bovo, Jr. and Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

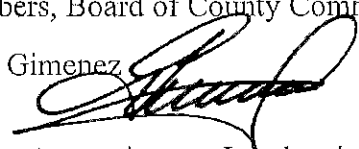
RAC/cp

Memorandum



Date: June 30, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving an Interlocal Agreement between the City of Hialeah and Miami-Dade County for Water Quality Sampling and Analysis, and Authorizing its Execution

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving and authorizing the Mayor or Mayor's designee to execute an Interlocal Agreement whereby the City of Hialeah will pay the County approximately \$109,001 over five (5) years for surface water quality sampling, analysis, and data reporting conducted in and near the City of Hialeah. This Agreement replaces a previous five (5) year agreement for similar services.

Scope

This Agreement involves water sampling at sites within Commission District 12, which is represented by Commissioner Jose "Pepe" Diaz, and District 13, which is represented by Commissioner Esteban Bovo, Jr.

Fiscal Impact/Funding Source

Under this Agreement, the City of Hialeah will pay Miami-Dade County a total of \$109,001 over five (5) years for water quality sample collection, analysis, and data reporting. The City of Hialeah will pay all costs incurred by the County under this Agreement and no matching funds are required by the County. This Agreement has no fiscal impact on current and future annual County budgets.

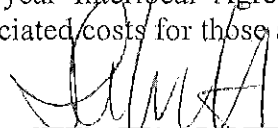
Track Record / Monitor

The Restoration and Enhancement Section Chief, Stephen Blair, within the Department of Regulatory and Economic Resources' Division of Environmental Resources Management (RER-DEEM) will monitor the activities performed with these funds.

Background

The federal Clean Water Act requires that all municipal, industrial, and commercial facilities that discharge wastewater or stormwater into waters of the United States (such as a lake, river, or ocean) must obtain a National Pollutant Discharge Elimination System (NPDES) permit. These federal permits ensure that the receiving waters meet applicable water quality standards.

The City of Hialeah's NPDES permit requires that surface water quality samples be collected and analyzed from six (6) canal locations in and adjacent to the City of Hialeah. As the County has extensive experience in surface water quality collection and analysis, the City of Hialeah has requested the County perform these services for the City of Hialeah. The County has provided these services for the City of Hialeah for more than 10 years under prior similar agreements. The proposed five-year Interlocal Agreement establishes the locations and parameters to be sampled and the associated costs for those activities.



Jack Osterholt, Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)
6-30-15

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL
AGREEMENT BETWEEN THE CITY OF HIALEAH AND
MIAMI-DADE COUNTY FOR SURFACE WATER
QUALITY SAMPLING AND ANALYSIS; AND
AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE
TO EXECUTE SAME

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between the City of Hialeah and Miami-Dade County for specified water quality sampling and analysis, in substantially the form attached hereto and made part hereof; and authorizes the Mayor or Mayor's designee to execute same.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

ATTACHMENT A

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

This Interlocal Agreement by and between the City of Hialeah, Florida (hereinafter referred to as the "City") and Miami-Dade County (hereinafter referred to as "the County") is entered into to provide the City with services and information necessary to comply with the requirements set forth in the City's NPDES Permit (No. FL000023) Monitoring Plan.

- I. The City agrees to compensate the County for costs associated with conducting water quality sampling and analysis at six (6) stations in and adjacent to the City of Hialeah, as required in the monitoring plan mandated under the City's NPDES Permit.

Water quality samples will be collected quarterly on the same day (e.g., no more than 24 hours between collection of the first and last sample) by staff from the Miami-Dade County Department of Environmental Resources Management (DERM). One sampling event shall occur within each of the following periods: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st of each calendar year. To the extent practicable, the date of sampling within each period should be consistent (+/- two weeks) from year to year.

- II. Period of Agreement. The Agreement will commence upon final execution by both parties and end September 30, 2019, unless modified as provided for herein.

- III. The following water quality parameters and methods will be used. The method used must have resolution minimally equivalent to the Method Detection Limits (MDLs) listed below:

Parameter	Method	MDL/units
Temperature	SM 2550B	(C°)
pH	SM 4500 H+B	(units)
Specific Conductivity	SM 2510A	(µS/cm)
Salinity	SM 2520B	(ppt)
Dissolved Oxygen	SM 4500-O G	(mg/L)
Fecal Coliform	SM 9222D	10 cfu/100mL
Total Phosphorous	EPA 365.1	0.002 mg/L
Total Kjeldahl Nitrogen	EPA 351.2	0.08 mg/L
Color	EPA 110.2	5 PCU
Chlorophyll-a	SM18 10200 H	0.16 µg/L
COD	EPA410.4	3 mg/L
Copper (Freshwater)	EPA 200.7	0.7 µg/L
Zinc (Freshwater)	EPA 200.7	2.0 µg/L
Cadmium (Freshwater)	EPA 200.7	0.3 µg/L
Hardness	SM 2340B	1 mg/L
Total Suspended Solids	EPA 160.2	6 mg/L
Oil & Grease	EPA1664A	1.4 mg/L

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

The City will be notified in writing 30 days in advance of any project-related changes related to parameter MDLs. All analyses will be performed by the DERM laboratory or by other laboratories contracted with the County that hold NELAC certification for that analysis/method.

- IV. For all sample collection, handling, documentation and verification, the County shall comply with Florida Department of Environmental Protection (FDEP) Quality Assurance Rule (Florida Administrative Code (FAC) 62-160 and the FDEP Standard Operating Procedures for Field Activities (FDEP SOP 001/01, Dec. 3, 2008). Additionally, the County shall, in accordance with the FDEP SOP 001/01 Section FA3300, maintain a Field Quality Manual. If there are to be any variances from the minimum requirements under FAC 62-160 or the FDEP SOP, the County must provide proof, in writing, of approval for the variance by the FDEP prior to implementation of the variation (email transmission of this approval is adequate). This includes any variations in sampling procedures or quality assurance/quality control (QA/QC) protocols.
- V. The following Surface Water Quality Stations will be sampled on a quarterly basis:
1. **HIA-LR01** – Little River Canal at W. 16th Avenue and north of E. 52nd Street.
 2. **HIA-LR02** – Little River Canal at E. 8th Avenue and south of W. 53rd Street.
 3. **HIA-LR08** – Little River Canal at W. 4th Avenue and W. 53rd Terrace.
 4. **HIA-LR10** – Little River Canal at W. 28th Avenue and W. 53rd Street
 5. **HIA-RR01** – Red Road Canal at W. 4th Avenue and W. 68th Street.
 6. **HIA-RR02** – Red Road Canal at W. 4th Avenue and W. 37th Street.
- VI. The County agrees to conduct all required field collection and laboratory quality assurance measures and all necessary data validation procedures. The County will provide to the City an annual report that will include all data generated and all chain of custody forms. These results will be transmitted to the FDEP as part of the City's stormwater NPDES Permit annual report submittal.
- VII. Cost of Surface Water Sampling and Analysis. The City agrees to pay the County for the following costs incurred in performance of this agreement. The total amounts reflected in the table below for are water quality sampling and analysis.

	FY15	FY16	FY17	FY18	FY19
Total Laboratory Expenses	\$8,616.00	\$8,874.48	\$9,140.71	\$9,414.94	\$9,697.38
Equipment Purchases*	\$650.00	-	\$6,500.00	-	-
Equipment Maintenance	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75
Operating Supplies	\$890.00	\$916.70	\$944.20	\$972.53	\$1,001.70
Vehicle Expenses	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20
Personnel Salary	\$8,778.01	\$9,041.35	\$9,312.59	\$9,591.97	\$9,879.73
Annual Total (not to exceed)	\$19,834.01	\$19,759.53	\$26,852.31	\$20,962.88	\$21,591.77

*The equipment purchases in FY15 includes a Niskin and in FY17 a YSI multi-parameter sonde and logger.

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

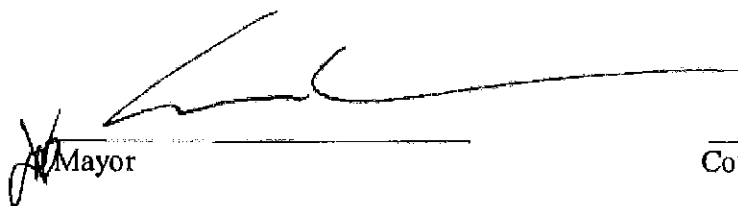
- VIII. Total Agreement Cost. The total reimbursable cost to the County for surface water sample collection and analyses for the life of this agreement is not to exceed **\$109,000.51**.
- IX. Nothing herein shall constitute a waiver by either party of Section 768.28 of the Florida Statutes
- X. Deliverables and Payments.
1. The City agrees to reimburse the County for costs of activities set forth in this agreement.
 2. The County will provide to the City an annual report by November 30th for each previous fiscal year (October 1 through September 30) that will include all data generated and all chain of custody forms. The annual report will be submitted both electronically and in printed format.
 3. The County will submit invoices no more frequently than quarterly to the City. Invoices will include the details of all expenses incurred.
 4. The City will review invoices and notify the County within 14 days of any discrepancies or questions regarding the invoice. Unless otherwise notified, an invoice is considered 'accepted' 15 days after submittal. However, the City retains the right to request additional supporting documentation and information and to hold payment until such documentation or information is received and reviewed.
 5. ~~Payment of the invoice is due 30 days after acceptance of the invoice.~~
- XI. Amendments. This Agreement can be modified by amendment through mutual agreement of both parties. All amendments to the agreement must be in writing and signed by both parties, and become effective as of the date of the final signatory unless otherwise noted therein.
- XII. Approvals. This Agreement is agreed to and becomes effective upon final execution of the agreement by the parties:

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

For:
City of Hialeah, Florida

For:
Miami-Dade County, Florida



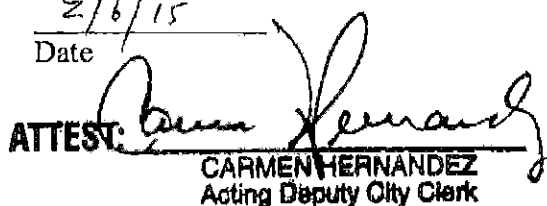
Mayor

County Mayor or County Mayor's Designee

2/6/15
Date

Date

ATTEST:



CARMEN HERNANDEZ
Acting Deputy City Clerk

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